



राजपत्र, हिमाचल प्रदेश (असाधारण)

हिमाचल प्रदेश राज्य शासन द्वारा प्रकाशित

शिमला; सोमवार, २६ फरवरी, १९९६/७ फाल्गुन, १९१७

हिमाचल प्रदेश सरकार

AGREEMENT UNDER SECTION 41 OF THE LAND ACQUISITION ACT, 1894

ARTICLES OF AGREEMENT made this 22nd day of February, 1996 **BETWEEN** the Jaiprakash Hydro Power Limited, a company registered under the Companies, Act, 1956 and having its registered office at C-16 Sector-01, SDA Housing Colony, New Shimla-171009 Himachal Pradesh State and Head office at JA Annexe 54 Basant lok, Vasant Vihar, New Delhi-110 057 through Shri S.K. Shrivastava, Senior General Manager (Project) appointed by the Company as its Attorney (hereinafter called "the Company" which expression shall include its heirs, successors and assigns) of the one part and the Governor of Himachal Pradesh through the Secretary (Power) to the Government of Himachal Pradesh (hereinafter called the "Government" which expression shall include his successors in office and assigns) of the other part.

WHEREAS upon the application of the Company for a acquisition of surface rights over land required for implementation of Baspa II Hydroelectric Project, the Government of Himachal Pradesh have agreed to acquire on behalf of the company under the provisions of the Land Acquisition Act, 1894 (1 of 1894), the pieces or parcels of land described and delineated in the Schedule hereto annexed and situated in village Kuppa (Kamru) Tehsil Sangla, District Kinnaur, Himachal Pradesh, measuring 0-31-01 Hect. having been shown to the satisfaction of the said Government that the proposed acquisition is needed for the implementation of Baspa-II Hydroelectric Project for construction of Head Race Tunnel and Barrage Works and whereas the said Government have called upon the Company under the provisions of section 41 of the said Act to enter into the agreement with the Government hereafter contained.

Now these presents witness and it is hereby agreed and declared as follows :—

01. On demand, the company shall and will pay to the said Government of Himachal Pradesh all and every compensation in respect of the said land tendered, paid or awarded to be tendered, paid or awarded by the Collector under the Land Acquisition Act, 1894 or by court or courts to which an appeal from the award of the said Court may be preferred and all costs, charges and expenses of the proceedings in the afore-said Courts, or otherwise incidental to the proposed acquisition or payable in respect thereof under the provisions of the said Act.
02. On demand, made by the said Collector, the obligations of the Company under the last preceding clause not being thereby limited, the Company shall and will deposit with the said Collector such sum or sums of money as in his discretion the said Collector may in anticipation estimate to be necessary for the purposes mentioned in the last preceding clause.
03. On payment by the Company of all demands under the foregoing first clause, or, in the discretion of the said Government of Himachal Pradesh (on deposit by the Company of all estimated amounts as provided in the second clause) but not before possession shall have been taken under the provisions of the above mentioned Act, the Governor, Himachal Pradesh shall make over possession of the said land to the Company and shall execute and do such all acts and deeds as may be necessary and proper for effectually vesting the same in the company.
04. In case, the Company has offered the land and construction etc. in it as security with the previous sanction of the Government for raising loans from Financial Institution/Bank etc. within India and outside, the Government notwithstanding such sanction shall not have recourse to its rights of resumption of the lands under this clause even during the period such loan is outstanding.
05. The said land shall be held by the Company for the purposes for which it is acquired or purpose legitimately connected as is hereinbefore mentioned and without the sanction in writing of the said Government of Himachal Pradesh first had and obtained for no other purpose whatsoever.
06. "That said construction shall be completed and fully equipped in all respects ready for use within three years from the date on which possession of the said land shall have been given to the Company. Should the said construction not be completed (and fully equipped on all respects ready for use) within period stated in the last preceding clause or within such further period as in its discretion may be prescribed or allowed by the said Government of Himachal Pradesh or should the said land at any time thereafter cease for a period of 36 consecutive months to be held and used or cease to be required for the purpose or purposes provided for in the foregoing clauses then in any such case, the said Government may summarily re-enter upon and take possession of the said land together with all buildings thereon, whether such buildings were erected before or after transfer of the land to the company and thereupon the interest of the Company in the said land and buildings shall absolutely cease and determine and vest in the State Government free from all encumbrances."
07. The Company shall provide employment to one member of each of the displaced families during the construction period of the Project, which shall form part of the rehabilitation plan to be prepared and implemented at the cost of the Company. During the operation and maintenance of the project the Company shall give preference for employment to the members of the displaced families employed during the construction period.
08. "In case of breach of any conditions by the Company, the State Government shall have right to determine the agreement by giving 15 days show-cause notice to the Company. In case the Company fails to explain its position to the satisfaction of the

State Government and rectify the breach of the conditions so enumerated in the show cause notice, the State Government shall have absolute right to rescind the agreement and re-enter upon and take possession of the said land together with all buildings thereon and thereupon the interest of the company in the said land and buildings shall cease and determine and vest in the State Government free from all encumbrances".

IN WITNESS whereof the seal of the Company has been affixed and the Government of the State of Himachal Pradesh hereinto set his hand and seal, the day, month and year herein above mentioned.

Witnesses :

1. Sh.S.P.MEHNDIRATTA,
Consultant.
M/s. Jai Prakash Hydro-
power Limited,
New Shimla-9.
2. Rajan Guleria,
M/s. Jai Prakash Hydro-
Power Limited,
New Shimla-9.

(S. K. Shrivastava)
Sr.General Manager,
For and on behalf of Jaiprakash Hydro-
Power Limited.

Witnesses :

1. Sh. P.C. JASSAL,
Joint Secy.(M.P.P. & P),
H.P.Secretariat,
Shimla-2.
2. Sh.M.R.Verma,
M.P.P. & Power Section,
H.P.Secretariat
Shimla-2.

(A. K. GOSWAMI),
F.C. cum Secretary (M.P.P. & Power),
Through the Financial Commissioner-cum-
Secretary (power).
to the Government of Himachal Pradesh.

SCHEDULE

District : Kinnaur

Tehsil : Sangla

Name of Upmohal/
Village

Khasra No.

Area being acquired in Hect.

Upmohal Kuppa
Mohal Kamru

KUPPA

466
439

0-17-57

0-13-44

0-31-01

Witnesses :

1. Sh.S.P.MEHNDIRATTA,
Consultant,
M/s Jai Prakash,
Hydro Power Limited,
New Shimla-9.
(S. K. SHRIVASTAVA)
Sr. General Manager,
For and on behalf of Jaiprakash
Hydro Power Limited.
2. Sh. Rajan Guleria,
M/s. Jai Prakash Hydro-
Power Limited,
New Shimla-9.
3. Sh. P.C. Jassal,
Joint Secretary,
(M.P.P. & Power)
H.P.Secretariat,
Shimla-2.
4. Sh.M.R.Verma,
M.P.P.& Power Section,
H.P.Secretariat,
Shimla-2.

A. K. GOSWAMI,
F.C.-cum-Secretary (M.P.P.& Power) ^
Through the Financial Commissioner-cum-Secretary,
(Power) to the Government of Himachal Pradesh.